

Electronically Recorded

Tarrant County Texas

Official Public Records

11/17/2010 8:09 AM

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Electronically Recorded  
Chesapeake Operating, Inc.

STATE OF TEXAS §  
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

10568313

**AMENDMENT TO OIL AND GAS LEASE**

Reference is hereby made to that certain Oil and Gas Lease, dated effective September 24, 2007, by and between **S&SP Properties, Ltd., a Texas limited partnership**, whose address is 1320 South University Drive, Suite 701, Fort Worth, Texas 76107, ("**Lessor**"), and **Four Sevens Resources Co., Ltd., a Texas limited partnership**, whose address is 777 Taylor Street, Suite 1090, Fort Worth, Texas 76102 ("**Four Sevens**"), the original of which was recorded in the Tarrant County Deed Records at Instrument Number D207422692 (the "**Lease**").

**WHEREAS**, Four Sevens' interest in the Lease was assigned to **Chesapeake Exploration Limited Partnership**, whose successor in interest is **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company ("**Chesapeake**"), by that certain Assignment, Bill of Sale and Conveyance, dated effective as of July 1, 2007, which is recorded in the Official Public Records of Tarrant County, Texas;

**WHEREAS**, **Total E&P USA, Inc., ("Total")** whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided twenty-five percent (25%) of Chesapeake's working interest in the aforementioned Lease;

**WHEREAS**, an Amendment of Oil and Gas Lease ("**Amendment**"), was executed by and between **Lessor and Chesapeake**, effective as of September 24, 2007, which is recorded in the Official Public Records of Tarrant County, Texas at Document Number D208111102;

**WHEREAS**, **Lessor, Chesapeake, and Total** desire to further amend the Lease as set out herein.

**NOW, THEREFORE**, in consideration of the agreements herein and the payment by Lessee to Lessor of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessees hereby amend the Lease as follows:

The following Paragraph, numbered 17, shall be added to the original lease in the Addendum to the original lease. Said paragraph 17 shall read as follows, to wit:

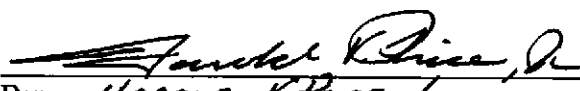
- 17.) **Subsurface Easement.** For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

This Amendment to the Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

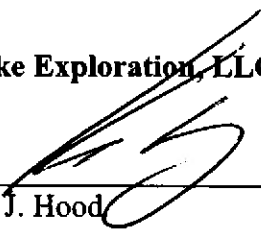


This Amendment to the Lease may be signed in any number of counterparts, each of which shall be considered an original for all purposes, with the same effect as if the signatures thereto and hereto were upon the same instrument.

EXECUTED this 13<sup>TH</sup> day of OCTOBER, 2010, but for all purposes effective as of September 24, 2007.

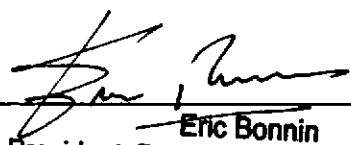

**LESSOR:**  
**S&SP Properties, Ltd.**

  
By: HAROLD V. PRICE, JR.  
Title: PARTNER

**LESSEE:**  
**Chesapeake Exploration, LLC**

  
By: Henry J. Hood  
Its: Senior Vice President- Land and Legal & General Counsel  

**Total E&P USA, Inc.**

  
By: Eric Bonnin  
Title: Vice President, Business Development & Strategy 

THE STATE OF TEXAS      §

COUNTY OF TARRANT §

This instrument was acknowledged before me on this 13 day of October, 2010, by Nancy Sue, as Partner of S&SP Properties, Ltd., a Texas limited partnership, on behalf of said Limited Partnership.



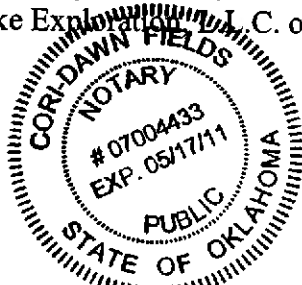
Melissa Diana Cruz  
Notary Public, State of Texas



THE STATE OF OKLAHOMA                   §

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 25<sup>th</sup> day of October, 2010, by Henry J. Hood, Senior Vice President- Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said corporation.

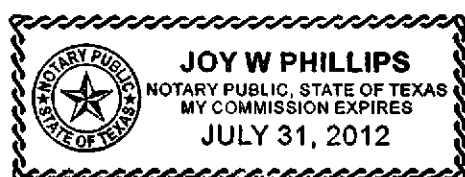


Cori Dawn Rely  
Notary Public, State of Oklahoma

THE STATE OF TEXAS      §

COUNTY OF Harris §

This instrument was acknowledged before me on this 5<sup>th</sup> day of November 2010, by Eric Bonnin as Vice President, Business Development & Strategy of Total E&P USA, Inc., on behalf of said corporation.



Notary Public, State of Texas

**Record & Return To:**  
Chesapeake Computing, Inc.  
P.O. Box 13496  
Oklahoma City, OK 73154